# **Motor Legal Expenses Insurance**



Company: Financial & Legal Insurance Company Ltd



**Product: Motor Legal Expenses Policy** 

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited Registered in England under Company number 03034220. Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority under firm reference number 202915.

This document is a summary of cover highlighting the main features and benefits as well as the general conditions and exclusions of this policy. Full terms and conditions can be found in the policy wording. Please take some time to read the policy documents when you receive them. It is important that you tell us as soon as possible if any of the information is incorrect.

## What is this type of insurance?

This policy of insurance provides cover for legal costs and associated expenses following a road traffic accident or other specified occurrence, provided it is within the policy wording/limits and not excluded.



#### What is insured?

- ✓ Legal Costs costs of Legal Proceedings up to £100,000 arising from any of the following: personal injury and/or losses sustained in a road traffic accident; uninsured loss recovery; Motor Insurance Database disputes.
- ✓ Motor Prosecution Defence defending criminal legal action against You arising from driving offences.
- ✓ Vehicle Identity Theft costs for the removal of judgments incorrectly entered against You, or to defend prosecution arising from vehicle identity theft.
- Legal costs and expenses that you may be liable to pay to another party arising out of the above Legal Proceedings and those stated in the policy wording.
- ✓ Vehicle Hire, Repair and Storage Charges unrecovered charges incurred under a hire, repair, or storage agreement through On Hire up to £50,000.
- Medical Charges unrecovered charges incurred through an Approved Medical Agency for Medico-Legal Reporting and Rehabilitation up to £5,000.
- ✓ Small Claims Court cover provided.
- ✓ An accident helpline is included, so for advice on any motoring accident, please telephone 0345 017 9962.



#### What is not insured?

- X Charges or costs which exceed the maximum limits stated.
- Any hire, repair, storage, or medical charges not payable to On Hire Ltd or an Approved Medical Agency, or where you have breached your agreement with them.
- On Hire charges or Medical charges where the third party is not insured and payment is not recoverable from the Motor Insurance Bureau.
- Costs where we feel that it is unlikely that a reasonable settlement will be obtained, or the amount in dispute is disproportionate to the time and legal costs involved in its pursuit.
- Legal costs and expenses which were incurred without our prior written authorisation or they were incurred as a result of a significant default or delay on your part.
- Legal Costs or Third Party Costs of any appeal, application to set aside a court judgment or order (unless agreed).
- Legal Costs or Third Party Costs of a claim or counter claim against you arising out of a road traffic accident.
- For Vehicle Identity Theft and Motor Prosecution
  Defence, any legal costs or third party costs that
  are: incurred due to any fraudulent, dishonest
  or criminal act by you or any other person
  acting in collusion with you; in excess of any
  assessed contribution; payable post-verdict; a
  result of your failure to cooperate with any Legal
  Aid or equivalent scheme or where you use a
  representative who cannot act under that scheme;
  arising from defending any action, enforcement or
  recovery of sums payable against You under the
  rules of any legal aid or equivalent scheme.



# Are there any restrictions on cover?

- You must use a representative or solicitor nominated by us.
- I The maximum amounts payable per claim are stated under 'what is insured' and in the policy wording.



### Where am I covered?

✓ Cover is provided for you within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man only.



## What are my obligations?

You must provide full and accurate information to all questions asked. Your answers must be true to the best of your knowledge and belief. Your answers will form part of the statement of facts on which your policy will be based. If you become aware that information you have given us is inaccurate or has changed, you must inform us as soon as possible. You must observe and fulfil the terms, provisions, conditions and clauses of this policy. Failure to do this may invalidate your policy and claims may not be paid.



## When and how do I pay?

You can pay your premium as a one-off payment, annually or in monthly instalments.



## When does the cover start and end?

Your cover will start and end on the dates stated in your policy documents.



### How do I cancel the contract?

We hope you are happy with the cover this policy provides, however you have the right to cancel it within 14 days of receiving the policy. See the enclosed policy document and the section headed 'cancellation'.

The insurer may cancel this policy at any time, by giving 7 days notice.